

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TELEPHONE INSTALLATION WORKER AND RELATED CLASSIFICATIONS

IN

ALAMEDA, ALPINE, BUTTE, CALAVERAS, COLUSA, CONTRA
COSTA, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL,
KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE,
SACRAMENTO, SAN BENITO, SAN DIEGO, SAN FRANCISCO, SAN
JOAQUIN, SAN LUIS OBISPO, SAN MATEO, SANTA CLARA,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE,
VENTURA, YOLO, AND YUBA COUNTIES



1989 Contract



Effective August 1, 1989
Expiration Date August 31, 1990

JPR 8 1991

Div. of Labor Statistics & Research
Chief's Office

CONTRACT BETWEEN
PACIFIC BELL/NEVADA BELL AND
COMMUNICATIONS WORKERS OF AMERICA

TABLE OF CONTENTS

	PAGE
TABLE OF CONTENTS	i
PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - FORCE ALLOCATION	3
2.01 Employment Security Commitment	3
2.02 Employee Career Development Program	3
2.03 Career Development Action Committee	4
2.04 Upgrades, Transfers and Changes of Shifts	5
2.05 Force Balancing	8
2.06 Force Movement	10
2.07 Voluntary Income Security Benefits (VISB)	20
2.08 Relocation Expense	22
2.09 Assignment of Headquarters	23
ARTICLE 3 - COMPANY-UNION RELATIONS	27
3.01 Responsible Relationship	27
3.02 Meetings Between Union and Management Representatives	27
3.03 Time Off for Union Activities	29
3.04 Union Activities on the Companies' Premises	33
3.05 Bulletin Boards	34
3.06 Union Security	35
3.07 Payroll Deduction of Union Dues	36
3.08 Non-Discrimination	38
3.09 Federal or State Laws	38
ARTICLE 4 - JOB TITLES AND CLASSIFICATIONS	39
4.01 New Job Titles and Job Classifications	39
4.02 Assigning Titles	40
4.03 Part-Time, Term, Temporary and Occasional Employees	41
ARTICLE 5 - WORK ADMINISTRATION, COMPENSATION, AND SPECIAL PAYMENTS	45
5.01 Wage Schedules and Payments	45
5.02 Relief Differentials	48
5.03 Shift Differentials	48
5.04 Special City Allowance	49
5.05 Overtime and Call-Outs	51
5.06 Expense Allowance	54
5.07 Plan for Employees' Pensions, Disability Benefits and Death Benefits	56

1 Section 5.05 OVERTIME AND CALL-OUTS (Continued)

- 2
3 H. Employees who are notified three (3) hours or more before the start of
4 their tour/shift that their immediate services are required and whose
5 work continues into the tour/shift shall be paid at the rate of one
6 and one-half (1-1/2) hours' pay for each hour worked from time of
7 notification until the employee is relieved from duty, except as
8 provided below. Meal period intermission shall not constitute a
9 relief from duty.

10
11 NOTE: Employees covered by Appendix A and B, Sections A1.01, A2.01
12 and B1.01A and B who report to work three (3) hours before
13 the start of their tour/shift when immediate services are
14 not required, will receive pay treatment as provided in
15 Appendices A and B, Sections A1.05B, A2.03A and B and B1.04A
16 and B.

17
18 If a call-out as specified in Section 5.05H above results in an
19 employee working eight (8) hours at one and one-half (1-1/2) hours'
20 pay for each hour worked, such time may be considered in lieu of a
21 regular tour/shift, and, at management's discretion, the employee may
22 be relieved from duty.

- 23
24 I. When employees are called for work which requires their immediate
25 services, work time starts from time of notification. The minimum
26 time paid for shall be two (2) hours, and shall be paid for at the
27 rates applicable (premium, holiday, straight-time, etc.). Normal
28 traveling time to home will be included except when:

- 29
30 1. The employee continues working to the end of a scheduled
31 tour/shift or half-tour/shift or
32
33 2. The employee requests, and is granted, excused time off with or
34 without pay.

- 35
36 J. When employees are notified that their immediate services are
37 required, on other than a scheduled work day, they shall be paid at
38 the rates applicable (premium, holiday, straight-time, etc.) for a
39 minimum period of two (2) hours including travel time from and to
40 home.

- 41
42 K. When an employee is assigned to work of less than four (4) hours'
43 duration, when the employee's immediate services are not required,
44 travel time from and to home shall be considered work time. The
45 minimum time paid for shall be two (2) hours including traveling time,
46 the maximum time paid for including traveling time shall be four (4)
47 hours. When such employee works four (4) hours or more, excluding
48 traveling time, such traveling time shall not be considered work time,
49 and shall not be paid for.

1 Section 5.05 OVERTIME AND CALL-OUTS (Continued)
2
3

4 *L. All hours worked in excess of forty-nine (49) in the calendar week*
5 *shall be paid at the rate of two (2) hours' pay for each hour worked.*
6

7 *1. Time included when calculating time worked toward the forty-nine*
8 *(49) rule:*
9

10 *a. All time worked.*
11

12 *b. Time paid for but not worked on Holidays and paid Personal*
13 *Days Off.*
14

15 *c. Paid time off to vote.*
16

17 *d. Paid time off (UP) spent by Union representatives attending*
18 *meetings with management.*
19

20 *M. For pay treatment on holidays, see Article 6 of this Contract.*
21

22 *N. No wage payments shall be made for specified meal periods taken*
23 *outside of scheduled hours.*
24
25

26 Section 5.06 EXPENSE ALLOWANCE
27

28 *A. PER DIEM ALLOWANCE AND LODGING*
29

30 *1. When an employee is temporarily assigned to a work location other*
31 *than the employee's assigned headquarters and, as determined by*
32 *the Companies, daily travel by the employee would be impractical,*
33 *the Companies may establish a temporary headquarters at a place*
34 *where suitable board and lodging may be obtained or provided, in*
35 *which case the employee shall be eligible to receive an allowance*
36 *of thirty dollars (\$30.00) per diem and lodging at the Companies'*
37 *expense.*
38

39 *2. An employee entitled to receive the per diem allowance and*
40 *lodging at the Companies' expense under Section 5.06A1 may, upon*
41 *proper management approval and in lieu of the per diem allowance*
42 *and lodging at the Companies' expense, be granted home board and*
43 *lodging allowance at the rate of thirty dollars (\$30.00) per day*
44 *when the nature of the work will permit and the employee*
45 *establishes a bona fide home at the location of the work. When*
46 *such home board and lodging is authorized, it shall also be paid*
47 *for periods not worked on Sundays, holidays, days absent due to*
48 *weather conditions and other authorized absence not including*
49 *vacations.*
50
51
52
53
54
55
56
57

Section 5.06 EXPENSE ALLOWANCE (Continued)

3. An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.06A1 may, upon proper management approval, be granted an allowance at the rate of thirty dollars (\$30.00) per day for each day worked in lieu of the per diem allowance and lodging at the Companies' expense when the location of the work permits travel on the employee's own time and expense, between the employee's bona fide home and the location of the job. In such cases, the thirty dollar (\$30.00) allowance will only be paid for the days actually worked.
4. On personal trips over weekends and holidays, an employee who is being provided the per diem allowance and lodging at the expense of the Companies may, upon proper approval and in the event Company transportation is not available, be granted the lesser of the following two allowances, but in no case shall payment be made for travel time:
 - a. An allowance equivalent to commercial transportation costs to the appropriate, as determined by the Companies, commercial transportation terminal at the employee's home location and return. In addition, the employee will be paid the mileage allowance at the agreed upon rate for use of an employee's personal vehicle on Company business for the distance between the work location and the commercial transportation terminal at the temporary work location and return and for the distance from the commercial transportation terminal at the employee's home location to the employee's home and return, or
 - b. The actual savings to the Companies due to the employee's absence from the established boarding place.
5. The establishment or discontinuance of a temporary headquarters as provided for in Section 5.06A1 shall not be considered as a change in an employee's regularly assigned headquarters as defined in Appendix A, Sections A1.04E, A2.04, A4.04C and Appendix B, Section B1.05A.

B. OCCASIONAL MEALS

Employees shall be granted meal allowances only in accordance with the following:

1. **Nine dollars (\$9.00)** when a full-time employee works two (2) or more consecutive hours in addition to working his or her regular shift/tour or a part-time employee works two (2) or more hours in addition to working the equivalent of a full-time shift/tour.
2. An additional **nine dollars (\$9.00)** will be paid when a full-time employee works six (6) or more consecutive hours in addition to working his or her regular shift/tour or a part-time employee works six (6) or more consecutive hours in addition to working the equivalent of a full-time shift/tour.

1 Section 5.06 EXPENSE ALLOWANCE (Continued)

- 2
- 3 3. Meals for which an allowance is granted under this Section shall
- 4 be eaten on the employee's own time, except where the supervisor
- 5 determines that the employee cannot be released for a definite
- 6 meal period. In such case the employee shall be granted a
- 7 reasonable amount of time to eat on Company time.
- 8
- 9 4. There shall be no allowance granted for noonday luncheon expense.
- 10
- 11 5. A meal allowance will not be paid to an employee receiving per
- 12 diem or an allowance in lieu of per diem.
- 13

14 C. TRANSPORTATION

- 15
- 16 1. The Companies will either furnish all means of transportation or
- 17 specify what transportation shall be used for Company business
- 18 and advance or refund the necessary fares.
- 19
- 20 2. Local carfare or mileage, as determined by the Companies, to and
- 21 from work in excess of that required by an employee for the
- 22 employee's normal assignment will be refunded. Travel time will
- 23 be computed on the same basis except as provided for in Section
- 24 5.06A3.
- 25
- 26 3. When local carfare during working hours is deemed necessary by
- 27 the Companies, such carfare will be advanced or refunded to
- 28 employees. Carfare in excess of the local fare will be
- 29 advanced.
- 30
- 31 4. A personal automobile may be used for Company business or to
- 32 facilitate transportation provided that:
- 33
- 34 a. Such use is authorized by a supervisor.
- 35
- 36 b. The employee agrees to such use of the employee's personal
- 37 automobile.
- 38
- 39 c. Such usage shall be reimbursed at the rate of *twenty-four*
- 40 *cents (\$.24) per mile for mileage incurred on or before*
- 41 *December 31, 1989. Such usage shall be reimbursed at the*
- 42 *rate of twenty-six cents (\$.26) per mile for mileage*
- 43 *incurred on or after January 1, 1990.*
- 44

45 Section 5.07 PLAN FOR EMPLOYEES' PENSIONS, DISABILITY BENEFITS AND DEATH

46 BENEFITS

47

- 48 A. In the event, during the life of this Contract, the Companies desire
- 49 to make a change in the Pacific Telesis Group Plans for Employees'
- 50 Pensions, Disability Benefits and Death Benefits which would affect
- 51 the pensions, disability benefits and death benefits of employees
- 52 within the bargaining units, they will, before making a change, notify
- 53 the Union and afford the Union a period of sixty (60) calendar days
- 54 for bargaining; provided, however, that no change may be made in the
- 55 Plans which would reduce or diminish the pensions, disability benefits
- 56 and death benefits provided thereunder, as they may apply to employees
- 57 within the bargaining units, without consent of the Union.